

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO EXECUTE A SETTLEMENT AGREEMENT IN THE LITIGATION MATTER OF MUSEUM OF CONTEMPORARY ART, INC., V. CITY OF NORTH MIAMI, CASE NO.: 14-008991 CA (30), FOR THE FULL AND FINAL SETTLEMENT OF ALL CLAIMS AND DEMANDS IN CONNECTION WITH THIS ACTION; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, on April 7, 2014, outgoing Board of Trustees of MOCA, ("Plaintiff"), filed a lawsuit against the City of North Miami, styled as Museum of Contemporary Art, Inc. v. The City of North Miami, Florida, et al., Case No. 14-008991 CA (30); and

WHEREAS, the Parties were directed to court ordered mediation, and as a result of successful negotiations, are desirous of resolving all outstanding issues in the litigation; and

WHEREAS, after being fully advised of the legal and related issues, the Mayor and City Council believe it is in the best interest of the City to enter into a Settlement Agreement with the Plaintiff for the full resolution of the outstanding claims.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

**Section 1. Recitals.** The recitals set forth above are adopted by the Mayor and City Council of the City of North Miami, Florida and are incorporated herein.

**Section 2. Authority of City Manager and City Attorney.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager and City Attorney to execute the Settlement Agreement between the Museum of Contemporary Art, Inc., and the City of North Miami, attached hereto as Exhibit "X".

**Section 3. Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a \_\_\_\_\_ vote of the Mayor and City Council of the City of North Miami, Florida, this \_\_\_\_\_ day of November, 2014.

\_\_\_\_\_  
DR. SMITH JOSEPH  
MAYOR

ATTEST:

\_\_\_\_\_  
MICHAEL A. ETIENNE, ESQ.  
CITY CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
REGINE M. MONESTIME  
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**Vote:**

Mayor Dr. Smith Joseph  
Vice Mayor Philippe Bien-Aime  
Councilperson Scott Galvin  
Councilperson Carol Keys, Esq.  
Councilperson Marie Erlande Steril

_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)

## **SETTLEMENT AND COMPROMISE AGREEMENT**

This Settlement and Compromise Agreement (the “**Agreement**”) is made and entered into on this \_\_\_\_ day of November, 2014, by and among the Board of Trustees of the Museum of Contemporary Art, Inc. (the “**Board**”) and the City of North Miami, Florida (the “**City**”). The Board and the City are collectively referred to herein as the “**Parties**.”

### **RECITALS**

A. **WHEREAS**, the Board is the Board of Trustees of the Museum of Contemporary Art, Inc.; and

B. **WHEREAS**, the Museum of Contemporary Art, Inc. is a Florida not-for-profit corporation which is a tax exempt entity pursuant to section 501(c)(3) of the Internal Revenue Code (“**MOCA**”); and

C. **WHEREAS**, the City is a municipality which owns the physical facility of the MOCA located at 770 N.E. 125<sup>th</sup> Street, North Miami, Florida 33161 (“**Museum**”); and

D. **WHEREAS**, the construction of the Museum was financed by federal, state, and local grants, upon which ownership of the Museum’s physical facility was titled in the City’s name; and

E. **WHEREAS**, prior to 1976, the City sought to provide an avenue for exposure to the cultural arts to the North Miami community. It hosted and financially supported various artistic activities, including the annual citywide art festival known as “Arti-Gras;” and

F. **WHEREAS**, in 1976, the City began taking steps to organize a cultural arts program. It officially entered into an agreement with the former Metropolitan Museum, formerly at the Biltmore Hotel, to establish a satellite of that museum. The satellite was located at the Sherman Wynn Center in the City of North Miami. The City retrofitted this Center to function



as a museum. During these early phases, the City funded the museum as part of the Recreation Department's budget; and

G. **WHEREAS**, the first ordinance governing the organization of the North Miami museum and its relationship with the City, Ordinance No. 768 ("**Ordinance No. 768**"), was enacted on October 14, 1980; and

H. **WHEREAS**, Ordinance No. 768 stated in pertinent part that: "The Board of Trustees of the North Miami Museum shall sponsor and promote exhibits, special events, functions and activities for the benefit of the public and shall further the development of the North Miami Museum;" and

I. **WHEREAS**, in 1981, when the Metropolitan Museum closed, the City incorporated the North Miami Museum and Art Center. The City funded all of the museum's operations. The museum obtained its Not for Profit status in 1981. In 1981, in addition to all of the contributions the City had made since the early 70's to develop its cultural arts program, the City made the opening contribution to the North Miami Museum in the amount of \$5,000.00; and

J. **WHEREAS**, from 1981 to 1988 the museum operated as COCA, and ultimately in 1996 the name was changed to Museum of Contemporary Art, Inc. ("MOCA"); and

K. **WHEREAS**, following completion of the Museum's construction, the Museum opened its doors in 1996; and

L. **WHEREAS**, in subsequent years, various procedural provisions of the Ordinance were amended but the duties of the Board of Trustees essentially remained the same; and

M. **WHEREAS**, MOCA has been granted accreditation by and complies with the standards and best practices established by the guidelines of the American Association of

Museums ("AAM"); and

N. **WHEREAS**, MOCA has an established Collection Policy (the "**Collection Policy**"); and

O. **WHEREAS**, on December 15, 2008, the Board and the City entered into a Management Agreement ("**Management Agreement**") pursuant to which the Board and the City had certain respective obligations with respect to the management, operation, programing, and maintenance of the Museum's physical facility and programming; and

P. The Management Agreement specifically outlines the obligation of the Board as follows:

- A. BOARD shall sponsor and promote exhibits, special events, functions and activities for the benefit of the public and shall further the development of the MOA. The BOARD shall serve as liaison between the public and the City Manager. The Chairman of the Board shall make all records, reports, financial statements and other necessary information available to the City Manager.
- B. The BOARD shall operate and manage the Museum programs, physical plant and facilities (the "Premises") and all activities conducted thereon on behalf of the City, pursuant to this Agreement entered into by and between the City, as owner of the premises, and BOARD, as operator of such Premises.
- C. The BOARD shall conduct fund-raising projects to assist in the funding of the operational and development costs of the existing museum.
- D. The BOARD shall be subject to the Provisions of City of North Miami City Code §2-61, etc., *seq.* (the "Code"), a copy of which is attached hereto and incorporated herein. The City shall pass no amendments to the Code or the Ordinance which would limit or impair BOARD's performance or

the CITY's obligation this Agreement, so long as BOARD is not in default hereof.

- E. The BOARD shall file any reports and take all action necessary to preserve MOCA's non-profit and tax-exempt status.
- F. The BOARD shall assume all responsibility for the daily maintenance of the premises capable of being performed by their maintenance mechanic.
- G. Although monies are set forth in the City's Budget, the BOARD shall be responsible for administering the payment of all utilities provided to the premises.

Q. **WHEREAS**, the City has invested in the development of a museum in the City of North Miami for nearly forty (40) years; and

R. **WHEREAS**, the Board has alleged that the City breached or defaulted on its obligations under the terms of the Management Agreement; and

S. **WHEREAS**, the City, in turn, has alleged that the Board breached or defaulted on its obligations under the terms of the Management Agreement, breached their fiduciary duty and duty of care, and among other violations, did not comply with ordinances; and

T. **WHEREAS**, on April 7, 2014, MOCA filed its Complaint against the City and other named Defendants in the lawsuit styled *Museum of Contemporary Art, Inc. v. The City of North Miami, Florida, et al.*, Case No. 14008991CA01 (30), which is pending in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida (the "**Lawsuit**");

U. **WHEREAS**, the Lawsuit alleges, among other things, that the City breached its obligations under the Management Agreement; and

V. **WHEREAS**, the City has denied any liability with respect to the Board's claims against the City in the Lawsuit; and



W. **WHEREAS**, the City has filed various responsive motions to the Lawsuit, which have not been heard by the Court, to include a motion to dismiss the complaint. However, the City has never filed its counter-claims; and

X. **WHEREAS**, the Parties participated in a court-ordered mediation conference on June 16 and 17, 2014; and

Y. **WHEREAS**, the City has filed an appeal of non-final orders to the Third District Court of Appeal styled *The City of North Miami, et al., v. Museum of Contemporary Art, Inc.*, Case No. 3D-14-1119, which is stayed until January 3, 2015, pending completion of the court-ordered mediation (the “**Appeal**”); and

Z. **WHEREAS**, the Parties continued to actively mediate the issues in the Lawsuit with the mediator’s assistance and guidance in the months and weeks following the mediation conference; and

AA. **WHEREAS**, as part of the mediation process on August 5, 2014, counsel for the Board and the City executed a confidential Joint Stipulation Regarding FF&E Items to Leave With Plaintiff’s Staff (the “**Joint Stipulation**”), whereby the Board’s staff departed the museum facility located in North Miami, Florida with certain fixtures, furniture, and equipment described herein; and

BB. **WHEREAS**, the Board and certain former MOCA staff departed the Museum on August 6, 2014 pursuant to the terms of the Joint Stipulation; and

CC. **WHEREAS**, pursuant to this Agreement, the Parties now jointly desire to separate themselves into distinct institutions and that the Board permanently discontinue functioning in any capacity on behalf of MOCA; and

DD. **WHEREAS**, the Board has now created the Institute of Contemporary Art, Miami ("ICA"), a Florida not-for-profit corporation which is a tax exempt entity pursuant to section 501(c)(3) of the Internal Revenue Code; and

EE. **WHEREAS**, the Parties desire that the Board and the City be relieved of all obligations under the Management Agreement with respect to management, operation, programing, and maintenance of the Museum, and that MOCA continue its operations and activities as setout in the City Ordinances that created it, and pursuant to the Standards of the AAM Accreditation Program; and

FF. **WHEREAS**, it is understood that MOCA is and shall remain a separate entity from the City; and

GG. **WHEREAS**, the Parties now desire to amicably resolve and settle their disputes and the claims and issues raised in the Lawsuit.

**NOW, THEREFORE**, in consideration of the foregoing Recitals and the mutual covenants and obligations of the Parties under this Agreement, as set forth in their entirety below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated by this reference.

2. **Division of Permanent Art Collection.** The Parties hereby acknowledge that the permanent collection of art consists of the pieces listed on the attached Exhibit "A," subject to inventory, excluding item #130 (Cornell, Joseph — "Untitled"). The Parties agree, that within sixty (60) days of execution of this Agreement, an inventory and inspection shall be conducted prior to the division of the Collection. The associated cost shall be born equally by the Parties.



Any missing or damaged art shall be subject to the appropriate insurance claim and the Parties shall cooperate accordingly, and provide all existing documentation, existing photography or any of the documents that would assist any insurance claims. The Parties agree that subject to the transfer of ownership procedure set forth in paragraph 3 below, City council approval, compliance with AAM established standards for deaccessioning, and MOCA's Collection Policy, all pieces of art denoted as in BLUE color on Exhibit "A" shall be deemed to be the sole and exclusive property of ICA. Further, the Parties agree that subject to the transfer of ownership procedure set forth in paragraph 3 below, all pieces of art from Exhibit "A" which are denoted as in WHITE color shall be retained as MOCA's sole and exclusive property. The division of the art shall remain subject to MOCA retaining its accredited status with the AAM. In the event MOCA's upcoming reaccreditation with the AAM is challenged in any way due to the division of the art with the Board, the Board agrees to restore ownership of any pieces required for MOCA to maintain its reaccreditation or terminate the Agreement ab initio, and in the event of such termination, the parties shall revert to their respective litigation positions.

3. **Storage and Transfer of Ownership.** It is hereby acknowledged by the Parties that the permanent collection of art identified on the attached Exhibit "A" is currently being stored at MuseoVault, and at the Museum. The Board agrees that at all times, all art transferred to its possession shall be maintained and stored according to AAM established standards at the MuseoVault or equivalent facility. Subject to AAM established standards for deaccessioning and MOCA's Collection Policy, within thirty (30) days of the Parties' execution of this Agreement, the Board and MOCA shall make arrangements to transfer possession of the collection to their own separate storage facilities consistent with the division of the permanent collection described in paragraph 2 above. Subject to AAM's standards for transportation and

movement of art, MOCA shall allow the Board reasonable access to the MOCA facility in North Miami to permit the Board to take possession of any pieces of art identified in Exhibit "A" located there. The Board shall take legal title to their portion of the collection pursuant to the procedure to transfer legal ownership set forth below, subject to AAM's established standards for deaccessioning and MOCA's Collection Policy. If the AAM's procedures or MOCA's Collection Policy do not permit immediate transfer of the ownership of any art piece(s) until ICA meets AAM's requirements, the art piece(s) will be held in escrow by MOCA, until such time as ownership of the art piece(s) can be transferred to ICA. Following the Parties' execution of this Agreement, and until such time as the Parties have moved their respective pieces from the permanent collection to their respective storage facilities, all storage costs charged by MuseoVault shall be split and paid equally by the Board and MOCA. **THE PARTIES AGREE, ACKNOWLEDGE, AND UNDERSTAND THAT A MATERIAL INDUCEMENT AND CONDITION OF ENTERING INTO THIS AGREEMENT IS THAT THE TRANSFER OF THE PERMANENT COLLECTION OF ART FROM MUSEOVAULT TO THE BOARD'S AND MOCA'S RESPECTIVE STORAGE FACILITIES AND FROM MOCA'S MUSEUM FACILITY TO THE BOARD'S STORAGE FACILITY, EXCEPT BEING SUBJECT TO AAM'S ESTABLISHED STANDARDS FOR DEACCESSIONING AND MOCA'S COLLECTION POLICY AND PUBLIC RECORDS DISCLOSURE OBLIGATIONS UNDER §§ 119 *ET SEQ.* FLA. STAT., SHALL BE KEPT STRICTLY CONFIDENTIAL AND ALL FACTS CONCERNING SUCH TRANSFER AND DIVISION OF THE COLLECTION SHALL NOT BE DISCLOSED TO ANY THIRD PARTIES, INCLUDING MEMBERS OF THE MEDIA OR PRESS.**



Legal title of ownership of the pieces of art identified in BLUE color on the attached Exhibit "A" shall be transferred from MOCA to ICA as follows: The transfer of legal title of the BLUE pieces from MOCA to ICA shall occur in fifteen percent (15%) increments commencing on March 20, 2015, and shall be completed on a quarterly basis over a period of two (2) years; subject to AAM established standards for deaccessioning and MOCA's Collection Policy.

Except as otherwise provided herein, the Board and MOCA shall be solely responsible for all costs associated with insuring, transporting, conserving, and storing their respective pieces from the permanent collection in accordance with the division of art described in paragraph 2 above and reflected in the attached Exhibit "A".

4. **Resignation of the Board from MOCA.** Upon the Parties' execution of this Agreement, the Board's current membership shall be deemed for all purposes to have permanently resigned their positions as MOCA's Trustees. The City shall continue to have the exclusive right to appoint membership to MOCA's Board of Trustees. Upon the Parties' execution of this Agreement, the Parties shall have no further obligations to each other under the Management Agreement, and no rights thereunder, and the Management Agreement shall be immediately deemed null, void, and unenforceable.

5. **FF&E.** The Parties hereby acknowledge and agree the items of FF&E identified on the attached Exhibit "1 to Exhibit "B" were removed by the Board and former MOCA staff from the Museum facility on August 6, 2014, in accordance with the terms of the confidential Joint Stipulation. The Board hereby agrees to pay, and the City hereby accepts on MOCA's behalf, the amount of \$27,500.00 (the "**Settlement Amount**") in full and final satisfaction of MOCA's claim for payment for the items of FF&E removed from the Museum on August 6, 2014, pursuant to the terms of the Joint Stipulation. The Settlement Amount shall be paid by the Board



to the City, on MOCA's behalf, to be held in trust By the Law Offices of SquiresBenson, P.L., upon execution of this Agreement. The City agrees on MOCA's behalf to deliver to the Board within ten (10) days of the City's receipt of the Settlement Amount a Bill of Sale executed by the City's authorized representative, on MOCA's behalf, in the form attached hereto as Exhibit "B."

6. **Accounts Payables and Financial Statements.** The Parties hereby acknowledge that the Board currently has outstanding invoices and accounts payables with various third-party vendors as reflected in the attached Exhibit "C." At the time of execution of this Agreement, the Board shall provide proof of payment of all outstanding bills incurred by the Board in the name of MOCA.

**Financial Statements:**

- i. Except for the Strategic Reserve Account, as a condition precedent to executing this Agreement, the Board shall provide all financial statements available and complete bank statements of all MOCA accounts previously managed by the Board.
- ii. Should MOCA require any information for purposes of an audit, the Board shall provide all financial and bank statements, including those for the Strategic Reserve Account.

7. **URLs.** MOCA shall retain exclusive and unrestricted use and control of the URL "mocanomi.org." Upon execution of this Agreement, the Board agrees to transfer to MOCA ownership and control of the URLs identified in the attached Exhibit "D". Subject to AAM established standards for deaccessioning and MOCA's Collection Policy, MOCA agrees to update and remove any content from mocanomi.org consistent with the terms of this Agreement,

including but not limited to the Parties' agreed upon division of the art collection, the division of intellectual property, and the Parties' agreement regarding the exhibition and event history.

8. **Intellectual Property.** The Parties agree that MOCA shall retain all intellectual property rights relating to the names "MOCA", "Museum of Contemporary Art, North Miami", and "Museum of Contemporary Art, Inc." Except as provided below, all intellectual property currently owned by MOCA shall remain with MOCA. The following intellectual property shall remain the Board's exclusive property:

- a. The Board shall retain all intellectual property rights relating to membership programs developed by the Board including the program Optic Nerve.
- b. MOCA and the Board shall share Intellectual property of exhibition photography, so long as this intellectual property is used solely for not-for-profit purposes. Subject to AAM established standards and MOCA's historical requirements, the Board shall retain exclusive intellectual property rights of photography showing Board members and key Board affiliated donors.
- c. MOCA shall be provided with all exhibition photography in the Board's possession necessary to transfer ownership of the permanent collection, subject to AAM established standards for deaccessioning and MOCA's Collection Policy and the Agreement between the Parties concerning splitting the collection.
- d. MOCA shall be given all trademark rights to the MOCA logo and Women on the Rise!
- e. Each Party will have the right to fully develop their own social media and each Party shall be entitled to retain their respective social media creations (FaceBook, Twitter, and Instagram).

9. **Museum Store, Library, and Catalogs.** The Parties agree that the Contents ("Contents") of the Museum Store, as of August 6, 2014, shall remain with the Board. MOCA shall allow the Board reasonable access to the Museum facility located in North Miami so that the Board may take possession of the contents of the Museum Store. The library and its

contents, will remain MOCA's exclusive property. The Board and MOCA shall share branded MOCA catalogs so long as they are used for not-for-profit purposes. The Fifteenth Anniversary Collection Books shall be retained by the Board.

10. **Funds, Endowments, and Grants.** The Parties agree the current grant funding dedicated to MOCA shall be divided as follows:

MOCA:

- State of Florida \$150,000.00 grant.
- The Education fund (Acct # 379; approximately \$568,000.00) will remain with MOCA in honor of the local community.
- The North Dade Medical Foundation (Acct. #314; approximately \$431,000.00) will remain with MOCA in honor of the education of its children.

Board:

- Ziff (Acct #625; approximately \$131,000.00) was donated for talks by a patron with affinity for the Board, and will remain with the Board.
- Arnold Katz Foundation (Acct #414; approximately \$129,000.00) was given by a Board member, and will remain with the Board.
- The Liebowitz Foundation (Acct #322; approximately \$164,000.00) will remain with the Board.
- The Parties acknowledge that the Knight Foundation endowment has been withdrawn. The City or MOCA may apply on its own, if it chooses to do so, for funding from the Knight Foundation as the endowment funds are not under the Board's control.
- The Strategic Reserve (Acct. #448) will remain with the Board.



11. **Museum.** The Museum's physical facility belongs to the City and, as such, it is agreed that ownership of the physical facility and real property shall remain with the City, not the Board.

12. **Releases.** By signing this Agreement, except for the obligations under this Agreement, and except as specifically provided in the following sentences, the Board agrees for themselves and their employees, officers, directors, parents, sisters, subsidiary entities, and its heirs, executors, administrators, predecessors, successors and assigns to release, acquit, and forever discharge and release MOCA, the Continuing MOCA, and City, their insurers, agents, employees, principals, servants, successors, predecessors, parents, sisters, subsidiaries, affiliates, heirs, executors, and administrators of and from any and all claims, actions, causes of action, demands, rights, damages, attorneys' fees and costs, expenses, loss of service, expenses and compensation whatsoever, which the Board now has or in any way may have growing out of any and all known and unknown damages and the consequences thereof, and all known and unknown, foreseen and unforeseen circumstances, claims, damages, and losses, through the date this Agreement is fully executed and signed by the last Party, including but not limited to any claims or potential claims whatsoever resulting from the allegations which are the subject of the Lawsuit. The Board, further indemnifies and holds harmless the City, the continuing MOCA, their respective employees and assigns from all liability for suits filed, but not served on the City related to MOCA's operations from the Lawsuit's date through execution of this Agreement. This applies to all related costs and attorneys' fees.

By signing this Agreement, except for the obligations under this Agreement, and except as specifically provided in the following sentences, MOCA, the continuing MOCA, and the City

agree for themselves and their employees, officers, directors, parents, sisters, subsidiary entities, and its heirs, executors, administrators, predecessors, successors and assigns to release, acquit, and forever discharge and release the Board, its insurers, agents, employees, principals, servants, successors, predecessors, parents, sisters, subsidiaries, affiliates, heirs, executors, and administrators of and from any and all claims, actions, causes of action, demands, rights, damages, attorneys' fees and costs, expenses, loss of service, expenses and compensation whatsoever, which MOCA, the Continuing MOCA, and the City now have or in any way may have growing out of any and all known and unknown damages and the consequences thereof, and all known and unknown, foreseen and unforeseen circumstances, claims, damages, and losses, through the date this Agreement is fully executed and signed by the last Party, including but not limited to any claims or potential claims whatsoever resulting from the allegations which are the subject of the Lawsuit. MOCA, the continuing MOCA, and the City, further indemnify and hold harmless the Board, their respective employees and assigns from all liability for suits filed, but not served on the Board related to MOCA's operations from the Lawsuit's date through execution of this Agreement. This applies to all related costs and attorneys' fees.

13. **Dismissal of Lawsuit and Appeal.** Upon execution of this Agreement, the Board shall provide the Law Offices of SquiresBenson, P.L., a Notice of Voluntary Dismissal of the Lawsuit, which will be held in trust for two (2) days before filing. Upon execution of this Agreement, the City shall provide the Law Offices of SquiresBenson, P.L., a Notice of Dismissal of the Appeal, which will be held in trust for two (2) days before filing. The Parties shall bear their own attorneys' fees, costs, and expenses in connection with the Lawsuit.

14. **Binding Agreement.** This Agreement is binding upon, and shall inure to the benefit and detriment of, the Parties to this Agreement, including their heirs, executors, personal



representatives, administrators, assigns, successors in interest, predecessors in interest, parents, subsidiaries, affiliates, and anyone claiming by, through and under any one of the foregoing. The individuals executing this Agreement as representatives of the Parties acknowledge, warrant, and represent that they are the official representatives of the Parties and that they possess full and complete authority to consent on behalf of and bind the Parties to the full and faithful performance of all conditions, terms, provisions, covenants and warranties contained in this Agreement.

15. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida. If this Agreement becomes the subject of, or is involved in, any proceeding or action for any reason whatsoever, whether administrative hearing, arbitration, mediation, or civil, bankruptcy, or appellate litigation, the prevailing party shall recover its expenses, costs and reasonable attorneys' fees incurred in such proceeding or action from the losing party. The Parties agree that the Court in which the Lawsuit was filed shall retain jurisdiction to enforce the terms of this Agreement.

16. **Counterparts.** This Agreement may be executed in any number of identical counterparts (including by facsimile or .PDF transmission), which, when taken together, will constitute collectively one agreement, but in making proof of this Agreement it will not be necessary to produce or account for more than one such counterpart executed by the party to be charged.

17. **Severability.** If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and conditions will remain in full force and effect and will in no way be affected, impaired or invalidated.



18. **Additional Documentation.** The Parties agree to execute any additional documents reasonably necessary or desirable to implement the provisions of this Agreement. All documents shall be reviewed and agreed to by all Parties including the City Council, approval thereof not be unreasonably withheld.

19. **Confidentiality and Non-Disparagement.** Subject to Chapter 119, Florida Statutes, the terms of this Settlement Agreement shall remain strictly confidential, except to the extent necessary for the Parties to disclose the terms of this Settlement Agreement to their attorneys or accountants, to enforce any covenant contained in, or right created by, this Agreement, or as required by applicable law.

The Parties agree that they shall not in any way, shape, or form disparage the other Party or disseminate or cause to be disseminated any disparaging information about the Party to any third party or entity, including media organizations and members of the press. It is further agreed that neither Party shall, in any way, disseminate, directly or indirectly, in any public or private manner, to any third party, any photographs, videos, audio recordings, emails, written communications, or any other materials or information about or relating to the other Party, except as may be required by law (including, but not limited to, responding to a third party subpoena).

The provisions and prohibitions of this Confidentiality and Non-Disparagement clause shall be effective as of the date that this agreement is last executed by the Parties hereto. In the event that the provisions and/or prohibitions of this confidentiality and non-disparagement clause are breached or violated by either Party, sanctions shall be assessed by the appropriate Court in an amount deemed appropriate by that Court. In addition, both Parties retain any and all rights to file an action for damages against the other Party based upon any violation of this paragraph.

The Parties specifically acknowledge, agree, and understand that the presiding judge in the case shall have contempt powers over the Parties and any third parties with respect to the Parties' obligations set forth in this section. The Parties acknowledge and stipulate that the Parties have the ability to comply with the requirements and obligations set forth in this section.

20. **Miscellaneous.** The titles and headings preceding the text of the sections of this Agreement have been inserted solely for convenience of reference and do not affect the Agreement's meaning or effect. Words of the neutral gender in this Agreement are to be construed to include words of the masculine and feminine genders, and words in the singular form shall include the plural and vice versa. This Agreement constitutes and contains the final, entire agreement of the Parties with respect to the rights, obligations and liabilities of the Parties and supersedes all prior discussions, negotiations, correspondence, communications, statements, representations, promises, inducements, understandings and agreements, if any, whether oral or written, between the Parties, including their attorneys, with respect to the subject matter of this Agreement; and

This Agreement may be modified only by an agreement in writing signed by all Parties to this Agreement. No party will be deemed to have waived any right or remedy under this Agreement by failing to exercise such right or remedy. Any Party may waive or modify any obligation owed to it by another Party, or any condition to the Party's own performance, under this Agreement only by a signed writing; and

Neither party will seek an appraisal; and

The Board agrees to provide MOCA all of its corporate records, including but not limited to minutes, Board resolutions, and the corporate seal, upon execution of this Agreement.

**[SIGNATURES ON NEXT PAGE]**

**For — The Board of Trustees:**

**The City of North Miami, Florida for the  
Museum of Contemporary Art, Inc.:**

**By:**

**By:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_



# EXHIBIT A

	Artist	Work
1	Abakanowicz, Magdalena	Black Balls/Seated Balls II
2	Abakanowicz, Magdalena	Head
3	Abasco, Eduardo	Untitled (El Señor Barriga)
4	Abasco, Eduardo	Untitled (La Chindrina)
5	Abreu, Juan	Untitled
6	Ackermann, Rita	African Nurse
7	Ackermann, Rita	Firecracker
8	Acosta, Gustavo	VI
9	Adams, China	Box #15 (The Official Stitch and Hide Procedure Series)
10	Agee, Ann	Comb d'ido (cock and hen)
11	Aguilera, Alejandro	Black Drawings
12	Alvarez, Rose	Constantly Expanding : The Animation
13	Ays, Francis	Sin título (Untitled)
14	Andre, Carl	Untitled
15	Antin, Eleanor	The Little Match Girl Ballet
16	Antonio, Julio	The Musician
17	Antonio, Julio	Untitled
18	Arakawa, Shusaku	Not I
19	Arcangel, Cory	Apple Garage Band Auto Tune Demonstration
20	Arakha, Aigdor	As Ton un Oiseau
21	Arrow, Kevin	Untitled (Hill)
22	Arsham, Daniel	Blueprint for a City in Ruin 1
23	Arsham, Daniel	Blueprint for a City in Ruin 2
24	Arsham, Daniel	Chicago Tribune Proposal
25	Arsham, Daniel	Daily News Proposal
26	Arsham, Daniel	ODE/EON (Marquee)
27	Arsham, Daniel	Woolworth Proposal
28	Artachwager, Richard	Untitled
29	Aschheim, Eve	Circle A
30	Aschheim, Eve	Spot
31	Assorted Artists	Mail art archive, and ephemera
32	assume vivid astro focus (avaf)	assume vivid astro focus (avaf), VII
33	Augenbryak, Mathias	M/M Wallpaper Poster
34	Azaceta, Luis Cruz	Hommage to James Ensor
35	Azaceta, Luis Cruz	Untitled (The Rafter)
36	Baldessar, John	Palm Trees
37	Baldessar, John	Three Red Paintings
38	Balkenhol, Stephan	Untitled (Seated Man)
39	Banks, Chambers, Griffiths, Thiele, Susan, Robert, Robin, Robert	Earthwork
40	Banks, Susan	Earth Work for MoCA's Ground Breaking
41	Barth, Uta	...In Passing Portfolio
42	Barth, Uta	Untitled (Dipych)
43	Bas, Hernan	Dearest Margaret, With the exception of Paul's complexion the expedition is going well [well strikethrough] as planned...
44	Bas, Hernan	Fleeting Moments
45	Bas, Hernan	Ghosts of You
46	Bas, Hernan	Slim Fast Silhouette
47	Bas, Hernan	The Sea Nymphs
48	Bas, Hernan	Untitled (Crystal Ball)
49	Basnuevo, Luisa	Untitled (from Scattered Series)
50	Baumgarten, Eochan	Band of the Silent Dogs

## Legend

ICA Items in Blue  
MOCA Items in White

51	Baxter, Bhakti	Black Onyx Wall with Light Source
52	Baxter, Bhakti	Blue print (Pentagram)
53	Baxter, Bhakti	Electron Diffraction Photograph on Acorns in a Crystal
54	Baxter, Bhakti	Meta Series-Green
55	Baxter, Bhakti	Meta Series-Red
56	Bedia, Jose	Cargo Cult
57	Bedia, Jose	Sello al Vacio (Jump Into the Void)
58	Benedetti, Natalia	An Immaculate Murder
59	Benglis, Lydia	Female Sensibility
60	Bengston, Billy Al	Honolulu
61	Bay, Dawoud	Shomari and Willie
62	Bedon, Ronald	Magician
63		
64	Bock, John	Zero Hero
65	Borland, Christine	A Life Time of Love
66	Bourgeois, Louise	Untitled
67	Bress, Brian	It's been a long day
68	Brown, Roger	Arab Oil Shiek
69	Buergo, Adriano	Pino
70	Burloch, Angela	Ann Lee Koonnekkik
71	Buren, Daniel	1000 Placements
72	Burr, Tom	Bush Told Bane
73	Burton, Jeff	Untitled #26 (black couch)
74	Burton, Jeff	Untitled #37 (red plaid/white socks)
75	Cano, Pablo	Adam
76	Cano, Pablo	Arch Angel
77	Cano, Pablo	Archangel Gabriel
78	Cano, Pablo	Devil
79	Cano, Pablo	Devil
80	Cano, Pablo	Devil
81	Cano, Pablo	Devil
82	Cano, Pablo	Devil
83	Cano, Pablo	Eve
84	Cano, Pablo	Gypsy Angel
85	Cano, Pablo	Hope
86	Cano, Pablo	Lena Horns
87	Cano, Pablo	Lolita Coffee Cup
88	Cano, Pablo	Moz Art Mouse & Moz Art Mouse House
89	Cano, Pablo	Pink LOVE
90	Cano, Pablo	Polichinelle
91	Cano, Pablo	Red Devil
92	Cano, Pablo	Sandwich Man
93	Cano, Pablo	Terry Kerdactyl
94	Cano, Pablo	Topy Tricerotops
95	Capelan, Carlos	Untitled
96	Capelan, Carlos	Untitled
97	Cardenas, Carlos	Untitled
98	Cardenas, Carlos	Untitled
99	Casey, Autumn	Getting rid of all my shoes
100	Castaneda, Consuelo	Betty-Kafo
101	Castro, Humberto	Home Sweet Emoh
102	Cerejido, Elizabeth	Untitled (Today My Father Dropped His Body)
103	Chambers, Robert	3 Breathing Sacks
104	Chambers, Robert	Capes
105	Chambers, Robert	Moto Shag
106	Chambers, Robert	Untitled
107	Chang, Fandra	Ambit
108	Charlton, Alan	Untitled
109	Chettri, Talla	Vase/Screen
110	Chettri, Talla	Vase/Screen #3
111	Charlone, Rosemarie	Homelessness
112	Charlone, Rosemarie	Tangled
113	Cho, Anne	Bastial
114	Cho, Anne	Untitled
115	Close, Chuck	Phil
116	Coleman, Craig	Untitled
117	Coleman, Craig	Untitled
118	Cooper, Brian	Black Lungs: Ever notice how all artists are super-sensitive, temperamental, self



119	Cooper, Brian	Return of the Pilgrims
120	Cooper, Brian	same as the last time, except this time, nobody was listening (French Revolution)
121	Cooper, Brian	same as the last time, except this time, nobody was listening (motorcycle accident)
122	Cooper, Brian	The finest palaces always make the most impressive ruins. So spend your money as
123	Copley, William	Birdshot
124	Copley, William	Longport
125	Cordova, William	Let's Spend the Night Together (Hampton 811)
126	Cordova, William	Midnight Express
127	Cordova, William	Music for the Morning After
128	Cordova, William	Rolling
129	Cordova, William	Untitled
130	Cornell, Joseph	Untitled
131	Coyne, Petah	Untitled 757
132	Craven, Ann	Bird in White (for Johnny Cass) White Bird
133	Craven, Ann	Little One Eye (White Bird #2)
134	Crawford, Gregory	Untitled
135	Crawford, Gregory	Untitled
136	Crotty, Russell	Basin and Range (Two hanging spheres)
137	Crotty, Russell	Basin and Range (Two hanging spheres)
138	Crotty, Russell	Small Atlas of Selected Celestial Drawings
139	Cuenca, Lillian	Untitled
140	Cuenca, Lillian	Untitled
141	Curlet, Francois	Witness Screen/Ecran Temoin
142	O'Arcangelo, Alan	Landscape III
143	Davis, Robert	H.R.
144	Davis, Robert	Hallo Selassie
145	DeFaveley, Nick	Untitled (278 Fleeting Monuments)
146	Delgado, Ana Albertina	En Tu Piel Bordada
147	Di Sovero, Mark	Untitled
148	O'Bbets, Jan	Orvieto
149	Olea, Jose Antonio Hernandez	Untitled
150	Dine, Jim	Calico (from 11 Pop Artists Volume III)
151	Diner, Martin	Untitled
152	Doyle Hancock, Trenton	Bye and Bye (Alligator)
153	Doyle Hancock, Trenton	Bye and Bye (Elephant)
154	Doyle Hancock, Trenton	Bye and Bye (Lion)
155	Doyle Hancock, Trenton	Bye and Bye (Mound Skeleton)
156	Doyle Hancock, Trenton	Bye and Bye (Mound Skull)
157	Doyle Hancock, Trenton	Bye and Bye (District)
158	Doyle Hancock, Trenton	Bye and Bye (Shark)
159	Doyle Hancock, Trenton	Bye and Bye (Squirrel)
160	Doyle Hancock, Trenton	Bye and Bye (Zebra)
161	Drama, Marcel	Untitled ("Bear Season")
162	Drama, Marcel	Untitled (Female Figure with Bear)
163	Drama, Marcel	Untitled (Two Figures with Money)
164	Ebner, Tim	Untitled
165	Eisenman, Nicole	Amazon Scene
166	Elisby, Saly	Horizontally with Blue Loop



167	Emis, Tracey	Why I Never Became a Dancer
168	Espinosa, John	Rut and Reconstruction
169	Espinosa, John	Standing Still While Moving Across Land
170	Essenhigh, Inka	Poor Puppy
171	Essenhigh, Inka	Romance Painting
172	Essenhigh, Inka	Volcanic Ash
173	Essex, Tomas	Untitled
174	Eschund, Philip	Crossing the Equator
175	Fahau, Fred	Double Self Portrait (first state and second state)
176	Fel, Cao	AVB City 5
177	Fernandez, Teresita	Study for MoCA's Installation (Pool)
178	Fernandez, Teresita	Uncle (Pool)
179	Fierro, Michelle	Scenarios V
180	Finlay, Ian Hamilton	2 From The Yard Of ...
181	Finlay, Ian Hamilton	3 Blue Lemons
182	Finlay, Ian Hamilton	4 Sails
183	Finlay, Ian Hamilton	A Cat in a Teacup
184	Finlay, Ian Hamilton	A Classic Landscape
185	Finlay, Ian Hamilton	A Heart Shape
186	Finlay, Ian Hamilton	A Patch for a Rip Tide Sail
187	Finlay, Ian Hamilton	A Rock Rose: Announcement
188	Finlay, Ian Hamilton	A Waterily Pool
189	Finlay, Ian Hamilton	Armoured Fighting Vehicle Tea (A.F.V.T.)
190	Finlay, Ian Hamilton	Bath Roundels
191	Finlay, Ian Hamilton	Beat the Reds with the White Wedge: Correspond!
192	Finlay, Ian Hamilton	Birch Bark
193	Finlay, Ian Hamilton	Bookmark
194	Finlay, Ian Hamilton	Catches
195	Finlay, Ian Hamilton	Daisies
196	Finlay, Ian Hamilton	Deer Tag
197	Finlay, Ian Hamilton	Estuary Cupboards
198	Finlay, Ian Hamilton	F1
199	Finlay, Ian Hamilton	Flags
200	Finlay, Ian Hamilton	Floote de Peach
201	Finlay, Ian Hamilton	From 'The Illuminations of Fishing News'
202	Finlay, Ian Hamilton	Harlequin (Detail)
203	Finlay, Ian Hamilton	Homage to Donald McGill
204	Finlay, Ian Hamilton	Homage to E. A. Hornel
205	Finlay, Ian Hamilton	Homage to Jonathan Williams
206	Finlay, Ian Hamilton	Homage to Kahnweiler
207	Finlay, Ian Hamilton	Homage to Kandinsky
208	Finlay, Ian Hamilton	Homage to Pop Art
209	Finlay, Ian Hamilton	Homage to Seurat
210	Finlay, Ian Hamilton	Homage to Victor Silvester
211	Finlay, Ian Hamilton	Homage to Walter Reekie's Ringnetters
212	Finlay, Ian Hamilton	I Saw Three Ships
213	Finlay, Ian Hamilton	Iron Ship
214	Finlay, Ian Hamilton	La Belle Hollandaise
215	Finlay, Ian Hamilton	Land/Sea
216	Finlay, Ian Hamilton	Motor Fishing Vessel Tea (M.F.V.T.)
217	Finlay, Ian Hamilton	Mower Is Less
218	Finlay, Ian Hamilton	Poster Poem (Le Circus?)
219	Finlay, Ian Hamilton	Sails/Waves I
220	Finlay, Ian Hamilton	Seams
221	Finlay, Ian Hamilton	Sub Specie Aeternitatis
222	Finlay, Ian Hamilton	Summer Poem (Summer Poem)
223	Finlay, Ian Hamilton	The Harbour

224	Finlay, Ian Hamilton	The Land's Shadows
225	Finlay, Ian Hamilton	The Last Norfolk Wherry
226	Finlay, Ian Hamilton	The Marble Arrow
227	Finlay, Ian Hamilton	The Mexican Navy Sombrero
228	Finlay, Ian Hamilton	The Old Nobby
229	Finlay, Ian Hamilton	The Sound of Running Water
230	Finlay, Ian Hamilton	Trim Here
231	Finlay, Ian Hamilton	Unicorn
232	Finlay, Ian Hamilton	Valses pour Piano
233	Finlay, Ian Hamilton	Water-Cooled Watercress
234	Finlay, Ian Hamilton	Zulu Chieftain
235	Fischer, R.M.	Bug Light
236	Fischl, Eric	Untitled (SAM II)
237	Fisher, Naomi	Untitled
238	Fisher, Naomi	Untitled
239	Flynn, Dan	Puerto Rican Lights (to Jeanie Baka) #2
240	Fleury, Lili	A Worm in an Apple
241	Floyer, Ceal	(000)
242	Fontaine, Claire	Please Come Back (K. Font: American version)
243	Fox, Jason	S Sticks
244	Friedman, Dana	Bin Bam
245	Frying, Dawn	Split Cart
246	Gaskell, Anna	Untitled #14 (wonder)
247	Gaskell, Anna	Untitled #23 (override)
248	Gaskell, Anna	Untitled #8 (wonder)
249	Gelabert, Florencio	Anvil (From Tool Series)
250	Gelfman, Lynne	Burge, Green
251	Gelfman, Lynne	For the Coral Castle
252	Gilbert-Rofe, Jeremy	Cyrus' Ray Gun Return
253	Gilbert-Rofe, Jeremy	Seduction of the Complete
254	Gillick, Liam	Am Lee You Proposes
255	Gilpin, George	Untitled
256	Gispert, Luis	Stereomongrel
257	Gispert, Luis	Untitled (Living Room)
258	Golub, Leon	Portrait
259	Gonzalez Foerster, Dominique	Annie in Arzen Zone
260	Gonzalez-Torres, Felix	Untitled (Ross in L.A.)
261	Goode, Ice	Untitled
262	Greenfield-Sanders, Timothy	Merce Cunningham, John Cage and Jasper Johns
263	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (Alcopol)
264	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (Conrad Marc-Relli)
265	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (Elaine de Kooning)
266	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (Esteban Vicente)
267	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (Friedel Dzubas)
268	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (George McNeil)
269	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (Giorgio Cavallon)
270	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (Grace Hartigan)

271	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (Haler Frankenthaler)
272	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (Harbert Farber)
273	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (Herman Cherry)
274	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (Iram Lassau)
275	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (Isamu Noguchi)
276	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (Jack Tworkov)
277	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (James Brooks)
278	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (James Rosati)
279	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (Joan Mitchell)
280	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (Joan Sanders)
281	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (Larry Rivers)
282	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (Lee Krasner)
283	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (Louise Bourgeois)
284	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (Marcia Marcus)
285	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (Mercedes Matter)
286	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (Michael Goldberg)
287	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (Milton Resnick)
288	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (Nicholas Carone)
289	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (Nicholas Markicani)
290	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (Pat Passafium)
291	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (Piero Ferber)
292	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (Peter Goppel)
293	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (Phil Pava)



294	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (Richard Pousette-Dart)
295	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (Robert de Niro)
296	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (Robert Goodnough)
297	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (Robert Mocherwell)
298	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (Robert Rauschenberg)
299	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (Ruben Kadoh)
300	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (Siskin)
301	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (Theodoros Stamos)
302	Greenfield-Sanders, Timothy	New York Artist of the Fifties in the Eighties (Willem de Kooning)
303	Greenfield-Sanders, Timothy	Orson Wells
304	Greenfield-Sanders, Timothy	The Collectors
305	Greenfield-Sanders, Timothy	The New Trascibles (Artist 2)
306	Greenfield-Sanders, Timothy	The New Trascibles (Artist 3)
307	Greenfield-Sanders, Timothy	The New Trascibles (Artists 1)
308	Greenfield-Sanders, Timothy	The New Trascibles (Critics)
309	Greenfield-Sanders, Timothy	The New Trascibles (Dealers 1)
310	Greenfield-Sanders, Timothy	The New Trascibles (Dealers 2)
311	Greenfield-Sanders, Timothy	Willem de Kooning
312	Grooms, Red	Sunday Funnies
313	Guerrier, Adler	Untitled (Airport)
314	Haas, Richard	Fountainbleau
315	Handforth, Mark	Electric Tree
316	Handforth, Mark	Untitled (Lovelight)
317	Handforth, Mark	Weeping Moon
318	Haring, Keith	Fertility
319	Haring, Keith	USA-19-82
320	Haub, Christian	An End-to-End
321	Haub, Christian	Innocent Piece
322	Haub, Christian	Screen Play
323	Haub, Christian	Slow Down
324	Haub, Christian	Solena Float Freize: Dedicated to Isaac Guifory
325	Haynes, Nancy	Argument
326	Haynes, Nancy	Unkilled
327	Haynes, Nancy	Utterance
328	Hayward, James	Fire
329	Hedges, Jason	Untitled (1995 Chateau Haut-Brion #3)
330	Hedges, Jason	Untitled (1995 Chateau Haut-Brion #4)
331	Hedges, Jason	Untitled (1997 Chateau L'Engle - Cinet #3)
332	Hedges, Jason	Untitled (1997 Chateau L'Engle - Cinet #4)
333	Henriquez, Ousqueya	Entelequia
334	Hightstein, Jane	Palm II
335	Hirschhorn, Thomas	Diorama
336	Hodges, Jim	View (metallic)
337	Holstad, Christian	Empty Trust

338	Holstad, Christian	House Training #15
339	Holstad, Christian	House Training #16
340	Holstad, Christian	House Training #2
341	Holstad, Christian	House Training #25
342	Holstad, Christian	House Training #3
343	Holstad, Christian	House Training #4
344	Honda, Margaret	Holds Water
345	Horn, Bond	Pax Object Via
346	Hsu, Tohan	Bring Blue
347	Hubbard, Alex	Screens for Recalling the Blackout
348	Huyghe, Pierre	One Million Kingdom
349	Huyghe, Pierre	Skin of Light
350	Huyghe, Pierre	Two Minutes Out of Time-Ann Lee
351	Hwang, Rae	I am the smallest planet of my own (story tell)
352	Hyde, James	Cope
353	Hyde, James	Rage
354	Jaar, Alfredo	A Logo to America
355	Jaar, Alfredo	The Eyes of Gutete Emerita
356	Jensen, Bill	Drawing for Denial II
357	Jensen, Bill	Drawing for Peter (Busa)
358	Johns, Jasper	Ale Cans
359	Johns, Jasper	Techniques and Creativity
360	Joseph, Pierre	Trickster Theory
361	Juarez, Roberto	Boxing Match in a Tree
362	Juarez, Roberto	Boy with Bird
363	Juarez, Roberto	Days of the Week (With Two Wednesdays)
364	Juarez, Roberto	Father and Son
365	Juarez, Roberto	Figure Study
366	Juarez, Roberto	Limitatio
367	Juarez, Roberto	Stairway
368	Juarez, Roberto	Top Hat
369	Juarez, Roberto	Two Suns
370	Julien, Isaac	True North
371	Julius, Rolf	Four White Stones
372	Julius, Rolf	Miscellaneous Interviews
373	Julius, Rolf	Seven Weiss Musiknester (Seven White Music Nests)
374	Julius, Rolf	Two Flower Pots with Ash
375	June Park, Nam	Burn Calories, Not Octane
376	Kapon, Annetta	Your Balance
377	Katz, Alex	Bathers (Vincent and Anastasia)
378	Kelly, Ellsworth	Sarsaparilla
379	Kerels, Martin	Speaker/Slam Lancer 44's
380	Kierholz, Ed and Nancy	The Soup Course at the She-She Cafe
381	King, William	Amor
382	Kital, R.B.	A Day Book
383	Kjartansson, Ragnar	Death and The Children
384	Kjartansson, Ragnar	God
385	Kjartansson, Ragnar	Study for Du Høide Kunst
386	Klassen, Andrey	Chörny koridor
387	Klassen, Andrey	Oreckige Putsche
388	Klassen, Andrey	Move
389	Kos, Paul	Nothing Works, Nothing Matters
390	Kretschmer, Melissa	Bandit
391	Kulka, Guillermo	Unbilled
392	Ling, Gerald	Triple
393	Lassy, Elad	Guinevere (Green)
394	Lassy, Elad	Papyrus
395	Lassy, Elad	Teal Swirl
396	LaVerdère, Julian	Allied Uranium Miners
397	LaVerdère, Julian	Imperial Lifecycle



398	LaVerdiere, Julian	Patent Medicine (Magnetic Ointment)
399	LaVerdiere, Julian	Terminal Tunnel
400	Lee-Chun, Susan	Let's Suz-er-cise! (Chicago Style)
401	Lee-Chun, Susan	You are cordially invited to tea time
402	Lehman, Joan	Untitled
403	Leon, Frank	Untitled
404	Leonard, Zoe	Dress & Suit (For Nancy)
405	Leonard, Zoe	Rear View (Goslorey Beene Fashion Show)
406	LeVie, Barry	Installation Floor Plan for Any Space
407	LeWitt, Sol	Lines in Four Directions
408	LeWitt, Sol	Untitled
409	Lichtenstein, Roy	Turkey Shopping Bag
410	Lipski, Donald	Olivier #2
411	Lomborg, Jody	Snow House
412	Lomborg, Jody	Untitled
413	Lomborg, Jody	Untitled
414	Long, Justin	In Search of the Miercoles
415	Lopez de la Victoria, Natasha & Monica	She Said As Long As You Run With Me
416	Loperte, Markus	Untitled
417	Mangold, Robert	A Square with Four Squares Cut Away
418	Mangold, Sylvia Plimack	Six Inches Four Ways
419	Mantello, Larry	House Cats (Mine)
420	Mar, Pepe	Canera (Orange)
421	Martley, Christian	Whistle
422	Martin, Agnes	Praise
423	Matheu, Leonel	Espacio Convergente
424	McCormick, Alan	Surrogate Paintings
425	Messe, Jonathan	BABY ADMIRAL NULLIPS, SEA BATTLE NO PROBLEM
426	Mendieta, Ana	Untitled (Glass on Body)
427	Mendieta, Ana	Untitled (Glass on Face)
428	Micha's, Ouane	Rene and Georgette Magritte: From a Visit with Magritte
429	Micha's, Ouane	Rene Magritte in a Bowler Hat: From a Visit with Magritte
430	Miller, John	Storage Area
431	Miranda, Antonio	Bridal Dress
432	Montevano, Beatriz	Friend or Foe
433	Montevano, Beatriz	Please Remain Seated
434	Mora, Heriberto	The End of Ping Pong
435	Moreno, Gean	Werner
436	Morgin, Kristen	Untitled (Mickey Wearing Taps and Bow Tie)
437	Mori, Mariko	Entropy of Love
438	Morley, Malcolm	Cradles of Civilization
439	Morley, Malcolm	Italian Fighter Pilot (Ace)
440	Morris, Robert	Blind Time II
441	Morris, Robert	Hyperotomachia Series
442	Morton, Ree	Study for Regional Piece
443	Morton, Ree	Untitled
444	Muehlmann, Kathy	Morpheus No. 2
445	Murata, Takeshi	Shibooji
446	Murray, Elizabeth	Untitled
447	Myoda, Paul	Gargoyles
448	Myoda, Paul	Strawman
449	Nauman, Bruce	Lip Sync
450	Nelo, Ernesto	Um pe de Sonho (A fool of Dreams)



451	Neuenschwander, Rivane	Mapa Mundi BR (postal)
452	Newson, Louise	Untitled
453	Nice, Don	Bear with Predele
454	Nolan, Peggy	Untitled (Thank you)
455	Nolan, Peggy	Untitled (Alice's Feet)
456	Novros, David	Untitled
457	O'Brien, Albert	Ohne Titel
458	Ofik, Chris	Untitled
459	Ofik, Chris	Untitled
460	Ohanian, Melik	Ann Lee, I'm Dreaming about a Reality
461	Oldenburg, Claes	Geometric Mouse
462	Oldenburg, Claes	Injun Poster
463	Oldrid, Jules	Bookshelf I
464	Ono, Yoko	Instructions for Photographs
465	Oppl, Catharina	Justin Bond
466	Oppel, Martin	Crate Ziggurat (Cedar #1)
467	Oppenheim, Dennis	Attempt to Raise Hell
468	Oppenheim, Dennis	Out Birthdays
469	Oppenheim, Dennis	Study for Vibrating Dolls
470	Oroscio, Gabriel	Blue Sandals
471	Oroscio, Gabriel	Common Dream
472	Oroscio, Gabriel	Empty Club Sketch
473	Oroscio, Gabriel	Migration
474	Oroscio, Gabriel	Yin-Yang Ladder
475	Othoniel, Jean-Michel	Le Coeur Reverse (The Upside Down Heart)
476	Otterson, Joel	Gog Bunny
477	Otterson, Joel	Hot Rod Shaker Box (54 G10)
478	Owens, Liara	Untitled
479	Paci, Adrian	The Wedding
480	Paine, Rory	Cocklebur
481	Paladino, Mimmo	Viaggio Mattutino
482	Paladino, Mimmo	Viaggio Notturno
483	Pantoja, Jorge	1885-1930
484	Pantoja, Jorge	Andy o no Andy... Ta Ta Ta
485	Pantoja, Jorge	Boiling Duel
486	Pantoja, Jorge	Cannadas
487	Pantoja, Jorge	Cathedral
488	Pantoja, Jorge	Chi Que Grece, Chi Que Desgrena, Chi Que Te Va A Gustar
489	Pantoja, Jorge	Danzas eslavas epistolar
490	Pantoja, Jorge	Doppelgänger
491	Pantoja, Jorge	Dry towel home
492	Pantoja, Jorge	Front back uncle
493	Pantoja, Jorge	Great American Mandala I
494	Pantoja, Jorge	Great American Mandala II
495	Pantoja, Jorge	Great American Mandala III
496	Pantoja, Jorge	Islander looking ad
497	Pantoja, Jorge	Lawn Makers
498	Pantoja, Jorge	London
499	Pantoja, Jorge	No Rem Ver (B.K. Sir)
500	Pantoja, Jorge	Nose Cancer Architect
501	Pantoja, Jorge	Olympics
502	Pantoja, Jorge	Paris envelope inside
503	Pantoja, Jorge	Pearl and Puppet
504	Pantoja, Jorge	Rocket Nun
505	Pantoja, Jorge	Salieri and Company
506	Pantoja, Jorge	Salieri's Tree
507	Pantoja, Jorge	Slow food fast
508	Pantoja, Jorge	Thinking dying Goethe
509	Pantoja, Jorge	Tourist Giza axis
510	Pantoja, Jorge	Untitled
511	Pantoja, Jorge	Untitled (airplane)
512	Pantoja, Jorge	Zippo-Cepo
513	Pardo, Jorge	Round Light, Darker on the Bottom
514	Pardo, Jorge	Subscription Lamp II

515	Pardo, Jorge	Subscription Lamp II
516	Pardo, Jorge	Subscription Lamp II
517	Pardo, Jorge	Subscription Lamp II
518	Pardo, Jorge	Subscription Lamp II
519	Pardo, Jorge	Subscription Lamp II
520	Pardo, Jorge	Untitled
521	Parrino, Philippe	Anywhere Out of the World
522	Parrino, Philippe	Untitled (Fireworks)
523	Perez, Enoc	Peter's Vase
524	Perez, Enoc	Seagram Building, New York (After a photograph by Ezra Stoller)
525	Pettibon, Raymond	Untitled (Hanging Ten of 'em)
526	Pettibon, Raymond	Untitled (Mother Atlantis)
527	Pettibon, Raymond	Untitled (No rockshells or pokashaka)
528	Pettibon, Raymond	Untitled (Oh, me if)
529	Pettibon, Raymond	Untitled (Onward Went)
530	Pettibon, Raymond	Untitled (Outside and overhead)
531	Pettibon, Raymond	Untitled (Surf? Yea, but why surf?)
532	Pettibon, Raymond	Untitled (They are for the taking)
533	Pettibon, Raymond	Untitled (We must conquer)
534	Pettibon, Raymond	Untitled (Where, in sooth, goest thou out?)
535	Pettibon, Raymond	Untitled (Why do they call it hanging ten?)
536	Pettibone, Richard	Film Flam
537	Plaff, Judy	Untitled (Prototype Series)
538	Plaff, Judy	Untitled (Prototype Series)
539	Plaff, Judy	Untitled (Prototype Series)
540	Phillips, Peter	Custom Print III
541	Phillips, Richard	Annex Afterlife
542	Pierson, Jack	DOGS
543	Pierson, Jack	Paradise
544	Pierson, Jack	Untitled
545	Pierrysaki, Michael	Comrade Kira'ov Returns to Earth
546	Planes, Segundo	Tres Enamorados
547	Prosch, Ali	Not My Mama
548	Pruitt & Early	Scum
549	Rauschenberg, Robert	Cardboard Box
550	Rauschenberg, Robert	Untitled
551	Rauschenberg, Robert	Untitled
552	Reed, David	Study from "The Martyred St. Catherine of Alexandria with Angels" No. 3, 1995
553	Reed, David	Study from "The Martyred St. Catherine of Alexandria with Angels" No. 4, 1995
554	Reichek, Elaine	Sampler (Adam and Eve)
555	Resnick, Milton	My Birthplace is O
556	Rey, Tao	Conversation
557	Rhoades, Jason	More Moor Moray and Morass
558	Ribenboim, Ricardo	Troca de Pele (Change of Skin)
559	Rifas, Karen	Inside Out
560	Richie, Matthew	Fast Set (Abraxas, The Child)
561	Richie, Matthew	Fast Set (Dynamis, The Astronaut)
562	Richie, Matthew	Fast Set (En Soph, The Child)



563	Richie, Matthew	Fast Set (Los, The Golem)
564	Richie, Matthew	Fast Set (Miss, The Actress)
565	Richie, Matthew	Fast Set (The Astronauts Gloves)
566	Richie, Matthew	Fast Set (The Second Law)
567	Richie, Matthew	the hour of the apple
568	Rivers, Larry	Swimmer O.
569	Robey, Joan	Mrs. Goodwin's Journey
570	Rod, Bruce	Moloture
571	Rodriguez, Norberto (Bert)	File Cabinet
572	Rodriguez, Norberto (Bert)	Let's Not Talk About It
573	Rohn, David	Brown Suit Man
574	Rohn, David	Cutting the Head of a Weakfish
575	Rohn, David	Gymnast
576	Rohn, David	Policeman
577	Rohn, David	The Wrestlers
578	Rollins & KOS, Tim	The Temptation of Saint Anthony VI
579	Rollins and KOS, Tim	The Temptation of St. Anthony-Simon
580	Roper, Craig	Water
581	Rosenquist, James	Bun Raku
582	Rosenthal, Tony	T-Square
583	Rothenberg, Erika	New Joke Category
584	Rothenberg, Erika	Upholding Traditional Values
585	Ruby, Sterling	Monument Stagnate/Staldraged
586	Ruckiem, Ulrich	Untitled
587	Ruscha, Edward	Crakers
588	Ruscha, Edward	Hard Light
589	Ruscha, Edward	Nine Swimming Pools
590	Ruscha, Edward	Other
591	Ruscha, Edward	Real Estate Opportunities
592	Ruscha, Edward	Royal Road Test
593	Ruscha, Edward	Some L.A. Apartments
594	Ruscha, Edward	The Sunset Strip
595	Ruscha, Edward	Thirty Four Parking Lots in L.A.
596	Ruscha, Edward	Untitled Rooftops
597	Ruscha, Edward	Untitled Rooftops
598	Ruscha, Edward	Untitled Rooftops
599	Ruscha, Edward	Untitled Rooftops
600	Ryman, Cordy	63-Mid 92
601	Ryman, Cordy	Sheet Rock Green 991
602	Sanchez Calderon, George	(Untitled) Artist's Father Standing Inside of the Niche
603	Sanchez Calderon, George	(Untitled) I-395 Freeway and Construction
604	Sanchez Calderon, George	(Untitled) Woman Standing Inside of the Niche
605	Sanchez Calderon, George	Niche
606	Scanlan, Joe	Last Call Do-It Yourself (Anntee)
607	Schiff, Melanie	Circle and Branch
608	Schiff, Melanie	Helroom
609	Schiff, Melanie	Ramped
610	Schnabel, Julian	Tola
611	Seager, Sarah	Song for ( )
612	Segal, George	Girl in a Chair
613	Segalove, Rene	The Mom Tapes
614	Semmes, Beverly	Shadow
615	Serra, Richard	Boomerang/TV Delivers People/Surprise Attack/Anxious Automation
616	Serrano, Andres	Ecco Homo
617	Shabaka, Onajide	Total Disappearance, 1905
618	Shapiro, Joel	Untitled
619	Shelton, Peter	Waterbaby



620	Shonbare, Yinka	Lady Na Master
621	Sidd, Ann-Sof	Station 10 and Back Again
622	Simmons, Gary	Scat Cab
623	Simmons, Xaviera	Harvest
624	Snicefo, Anna-Maria	Untitled # 31
625	Smith, Shinique	And, she has a bowl of Macs in her room
626	Soto Clement, Martin	Wind Date
627	Soto Clement, Martin	Diagram of Seduction
628	Soto, Leandro	Writer: Experiences in New York
629	Spector, Buzz	Lectern
630	Stark, Jen	Enchant
631	Stark, Jen	Streaming Gradient
632	Steinberg, Saul	The Fingerprint Table
633	Steinkamp, Jennifer	Smoke Screen
634	Steir, Pat	From the Sea, the Wave After Courbet
635	Steir, Pat	Kyoto Chrysanthemus
636	Stephan, Gary	Out
637	Stout, Myron	Untitled
638	Tamor, Sarah	Avenue 43
639	Therrien, Robert	No Title (Black Chapel)
640	Therrien, Robert	Untitled #100 (Reepie)
641	Thiele, Robert	Untitled
642	Thomson, Mungo	Negative Space (STO-PRC 2007-16a)
643	Tiravangja, Rirkrit	Untitled (ghost reader C.H.)
644	Togus, Barthelmy	The Actors
645	Togus, Barthelmy	The Fortune Teller
646	Torres-Ulloa, Ruben	Lost Cause
647	Trecartin, Ryan	Ready (re Search Wait's)
648	Trombly, Frances	Confetti
649	Trowbridge, Kyle	1984
650	Tunga de Barros Carvalho e Melo, Jose	Untitled
651	Tunga de Barros Carvalho e Melo, Jose	Untitled
652	Turi Sandoval, Sam Borkson	Untitled
653	Turi Sandoval, Sam Borkson	Untitled
654	Turrell, James	Alto
655	Turrell, James	Cam (from Still Life Suite)
656	Turrell, James	Ensu (from Still Life Suite)
657	Turrell, James	Gard (from Still Life Suite)
658	Turrell, James	Juke
659	Turrell, James	Munson
660	Turrell, James	Site Plan Roden Crater 1
661	Turrell, James	Squat (from Still Life Suite)
662	Turrell, James	Tollyn
663	Tuttle, Richard	9 Quantities, 2 to 3 inch Square
664	Tuttle, Richard	Hiddenness
665	Tuttle, Richard	Two Red Squares
666	Tuttle, Richard	Untitled
667	Tuttle, Richard	Untitled
668	Tuttle, Richard	Untitled
669	Tuttle, Richard	Untitled (coliseum)
670	Ulysse, Rick	The Resurrection of Toussaint
671	Ulysse, Rick	Untitled
672	VanDerBeek, Sara	Devil Hill
673	VanDerBeek, Sara	Mirror, Hollywood Boulevard
674	VanDerBeek, Sara	Thursday and Sunday
675	VanDerBeek, Sara	Trane School Window
676	Varney, Anna Lena	Asleep in the Deep Ann Lee No Ghost Just a Shell
677	Vasquez, Michael	Father didn't want anything to do with it
678	Venezia, Michael	Untitled NV970
679	Verhoeven, Helen	Untitled men
680	Veronesi, Luigi	Untitled

681	Veronesi, Luigi	Untitled
682	Vizzaino, Pedro	Guns (from Guns Series)
683	von Brandenburg, Ulla	Ein Zaubertrickfilm
684	von Rydingsvard, Ursula	Untitled
685	von Rydingsvard, Ursula	Untitled (Big Bow)
686	Wayne, Leslie	The Edges of Night
687		
688	Weiner, Lawrence	Broken Off/Beached
689	Weiner, Lawrence	To and Fro and Fo and To/Shifted from Side to Side
690	Welling, James	ISHT
691	Wesley, John	Cream of Unicorns
692	Wesselmann, Tom	Shiny Nude
693	Wesselmann, Tom	TV Still Life
694	Whitman, Robert	Untitled
695	Wilder, Chris	Fire/Preventor/Marm
696	Wike, Hannah	The Palisades, Hudson River, NY
697	Wills Thomas, Hank	Exon Black Street Art
698	Wills Thomas, Hank	It's The Real Thing!
699	Wills Thomas, Hank	So Glad We Made It, 1977/2005
700	Wichandley, Elizabeth	15 Years of Planning (American Style)
701	Young, Purvis	Dark of Night
702	Young, Purvis	Untitled
703	Young, Purvis	Untitled
704	Young, Purvis	Untitled
705	Young, Purvis	Untitled (two figures)
706	Youngerman, Jack	Untitled
707	Zakanitch, Robert	Guest of Honor
708	Zeldvar, Juan Carlos	Shift
709	Zucker, Joe	The Relocation of Property by Natural Forces
Legend		
ICA	Items in Blue	
MOCA	Items in White	

EXHIBIT B

BILL OF SALE

STATE OF FLORIDA                    )  
  )  
COUNTY OF MIAMI-DADE            )     KNOW ALL MEN BY THESE PRESENTS:

THE CITY OF NORTH MIAMI, FLORIDA, the Grantor, for and in consideration of the sum of Twenty Seven Thousand Five Hundred Dollars and No/100 Dollars (\$27,500.00) and other good and valuable consideration to it in hand paid by MUSEUM OF CONTEMPORARY ART, INC., a Florida not-for-profit corporation, the Grantee, the receipt and sufficiency of which are hereby acknowledged and confessed, hereby bargains, sells and delivers unto the Grantee all of Grantor's right, title and interest in all the equipment identified on attached Exhibit "1".

Grantor shall execute any and all assignment documents that may be reasonably required by Grantee to effect the sale and assignment pursuant to that certain Settlement Agreement by and between Grantor and Grantee, dated as of October \_\_, 2014.

Effective as of the \_\_ day of October, 2014.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and delivered effective as of the day and year first above written.

THE CITY OF NORTH MIAMI, FLORIDA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

"GRANTOR"

State of Florida                    )  
  )  
County of Miami-Dade            )     SS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of October, 2014 by \_\_\_\_\_ the \_\_\_\_\_ of THE CITY OF NORTH MIAMI, FLORIDA, on behalf of the City of North Miami, Florida.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public



# **EXHIBIT “1”**

[illegible]







GRAND TOTAL \$57,396

that remains with Museum.  
3 works that get deaccessioned.

ant funding. They have to remain with Museum for grant compliance per grantor's rules.

orm Drive Saw, and Dremmel Mini Grinder  
ims that have 2 each

construction of the building. They need to stay  
- stay with Museum. City has determined Plaintiff ripped out some of these items.

Not on City's List

235	Apple Tower Computer		
236	Apple 27in Monitor		
237	Apple 21in iMac		
238	4 Marketing Hard drives		
14	P-11 PROJECTOR		Toshi

**EXHIBIT "C"**

**ACCOUNTS PAYABLE**

**Baron Messenger Service, \$19.16**

ICA will pay.

AGREED - ICA WILL PAY MOCA paid it last week

**Emoy Suarez, Invoice Nos. 042 and 043 - \$1265, \$1322**

Ms. Suarez was engaged years ago to straighten out MOCA's books. Since your client would gain control over the 501(c)(3) entity pursuant to any global settlement, my client believes that it is fair that the City and the Board split payment of these invoices equally.

AGREED TO SPLIT = 1,293.50 each

**Bridge Red, LLC, Invoice No. 645 & 654 - \$1,015, \$900**

This invoices reflect costs associated with storage of catalog materials and paperwork regarding the catalogs. Pursuant to the proposed global settlement which our clients have been discussing, our respective clients would share the catalogs. At this time, ICA does not even have access to the storage of these materials. Only the City has access to these materials. Nevertheless, my client suggests that payment of this invoice be split equally. On a going forward basis, the City should bear responsibility for payment of these charges.

AGREED TO SPLIT = 957.50 each

CONM to invoice ICA

This is last charge to ICA related to Bridge Red

**NASCO - \$10.60**

ICA will pay this bill

AGREED - ICA WILL PAY

**50 State Security Service, Inc., Invoice No. 329468, \$871.20**

This invoice reflects charges for security services provided at the North Miami museum facility after ICA had departed the facility on August 6. Therefore, the City should remit payment in full for these charges.

AGREED - CONM PAID MOCA has paid

**50 State Security Service, Inc., Invoice Nos. 328867, 328868, and 328742**

This invoice reflects charges for security services provided at the North Miami museum facility, which is owned by the City, not the 501(c)(3). Nevertheless, ICA is willing to split responsibility for payment of these invoices with the City.

AGREED - ICA WILL PAY

**AT&T Invoice, Account No. 305 899-9297 0446**

ICA does not have any knowledge of this invoice or any AT&T phone number pertaining to the above-mentioned account number. Therefore, ICA will not be paying this invoice.

AGREED - CONM PAID

**Bank of America Business Card, Account No. ending in 6085, approx \$34,000**

This account has been closed. ICA is paying the balance owed on the card account. MOCA has the statement and should share. ICA expects reimbursement for the charges made by the City's employees.

AGREED - ICA WILL PAY

**Fulano, Invoice No. 271 - \$200**

ICA will pay this invoice.

AGREED - ICA WILL PAY

**Marcum, Invoice No. 10517711**

This invoice reflects charges for preparation of a federal information return of exempt organization for the period ending September 30, 2013. Since pursuant to the terms of the proposed global settlement your client would take control of the 501(c)(3) entity, these charges should be split equally between the City and the Board.

AGREED TO SPLIT - 1,500 each

CONM to invoice ICA

**Party Depot, Invoices for May, June, and July 2014**

ICA will pay these invoices.

AGREED - ICA WILL PAY

**The Home Depot, Account No. ending in 1948 - \$2,489**

My client will pay this invoice.

AGREED - ICA WILL PAY

**UnitedHealthcare Invoices - \$5981**

ICA is currently paying for health insurance for 5 employees at City of North Miami. ICA will invoice CONM for remittance. Cost of CONM employees on plan: 2484/1 mo. x 2 = \$4968

AGREED

ICA to invoice CONM for amount related to CONM employees health coverage.

**Zenith Insurance Company Invoices**

This invoice is for Worker's Comp insurance. ICA has its own, City of North Miami needs to pay this.

AGREED - CONM PAID

**SALCO Invoice #15367, #2449, #2454 - \$1400, \$450, \$735**

ICA will pay this

AGREED - ICA WILL PAY

**SALCO Invoice #2473 - \$535**

This invoice is for an Electric Scissor lift rented for use after ICA had left the City of North Miami's building. CONM

AGREED - CONM PAID

**Museo Vault, August & September Rent - \$10,486**

ICA and City of North Miami agree to split this bill given ongoing terms of settlement.

AGREED TO SPLIT - 5,243 each

Storage units to be divided at time of settlement MOCA has paid our part



**"Where" Morris Visitor Publications, Invoice No. MM525963 - \$722**

My client would like to cancel this advertisement service. Alternatively, the City may agree to pay this invoice and all future charges.

AGREED - CONM PAID MOCA Paid

**AB Group Invoice # 22676 - \$150**

This is a consulting service fee for Cheryl Goldson's Quickbooks Account. It should be paid by the City.

AGREED - ICA WILL PAY

**Miami Dade Convention Bureau Membership Fee - \$500**

This is MOCA's membership fee, which should be paid by the City. ICA will set up its own account.

AGREED - CONM PAID

**Zenith Invoice #ST072376402009 - \$2552**

This is MOCA's Workman's Comp policy, which should be paid by the City. ICA has secured its own policy.

AGREED - CONM PAID

**Hunting Block Art Insurance**

ICA has secured its own Art insurance

AGREED - CONM PAID

EXHIBIT D

URLs

[mocanmiami.com](http://mocanmiami.com)

[mocanmiami.info](http://mocanmiami.info)

[mocanmiami.net](http://mocanmiami.net)

[mocanmiami.org](http://mocanmiami.org)

[mocanorthmiami.com](http://mocanorthmiami.com)

[mocanorthmiami.info](http://mocanorthmiami.info)

[mocanorthmiami.net](http://mocanorthmiami.net)

[mocanorthmiami.org](http://mocanorthmiami.org)

[museumofcontemporaryartnorthmiami.com](http://museumofcontemporaryartnorthmiami.com)

[museumofcontemporaryartnorthmiami.info](http://museumofcontemporaryartnorthmiami.info)

[museumofcontemporaryartnorthmiami.net](http://museumofcontemporaryartnorthmiami.net)

[museumofcontemporaryartnorthmiami.org](http://museumofcontemporaryartnorthmiami.org)

[themocanomi.com](http://themocanomi.com)

[themocanomi.info](http://themocanomi.info)

[themocanomi.net](http://themocanomi.net)

[themocanomi.org](http://themocanomi.org)

[northmiamimoca.com](http://northmiamimoca.com)

[northmiamimoca.net](http://northmiamimoca.net)

[northmiamimoca.org](http://northmiamimoca.org)

[northmiamimuseum.com](http://northmiamimuseum.com)

[northmiamimuseum.net](http://northmiamimuseum.net)

[northmiamimuseum.org](http://northmiamimuseum.org)